

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 18	
2. AMENDMENT/MODIFICATION NO. A000003		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy EM- Consolidated Business Center 250 E. Fifth Street, Suite 500 Cincinnati, OH 45202		7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy EM Consolidated Business Center 175 Tri-County Parkway, Suite D-1 Springdale, OH 45246			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO. DE-RP30-09CC40017		
			9B. DATED (SEE ITEM 11) 06-24-09		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is ☐ is not extended. Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____1____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this amendment is to provide revisions to various RFP sections as a result of the questions received and additional changes that occurred.

All other sections of the RFP remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly A. Tate Title: Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this amendment is to revise the following:

- **Section C, Performance Work Statement, C.2.2 Facility Surveillance and Maintenance and Stabilization**
- **Section C, Performance Work Statement, C.2.3 Facility Decontamination and Decommissioning (D&D)**
- **Section C, Performance Work Statement, C.2.3.4 Other GDP Facilities**
- **Section C, Performance Work Statement, C.2.7.2 Project Management**
- **Section C, Performance Work Statement, C.4, Summary of Contract Deliverables**
- **Section H.12, Key Personnel**
- **Section H.14, Allocation of Responsibility And Liability for Contractor And U.S. Department of Energy (DOE) Environmental Compliance Activities**
- **Section H.36, Personnel Security Clearances**
- **Section I, updated clauses at I.119 and I.156**
- **Section J, Attachment J-2, Lists A & B**
- **Section J, Attachment J-3, Government Furnished Property**
- **Section J, Attachment J-5, Facilities/Areas Responsibility Matrix and Site Services**
- **Section J, Attachment J-7, Site Services Interface Requirements Matrix**
- **Section K, inserted clause at K.9, FAR 52.225-24 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements (MAR 2009) ALT I (MAR 2009)**
- **Section K, clause K.9, Signature/Certification is now K.10, Signature/Certification**
- **Section L.1, Introduction/Background**
- **Section L.16, Proposal Preparation Instructions – General Information**
- **Section L.17, Proposal Preparation Instructions – Cover Letter and Volume I, Offer and Other Documents**
- **Section L.18, Proposal Preparation Instructions – Volume II, Technical and Management Proposal**

- **Section L.19, Proposal Preparation Instructions – Volume III, Cost and Fee Proposal**
- **Section L, Attachment L-6, ESH&Q Past Performance Indicators**
- **Section L, Attachment L-7, Cost Spreadsheets**
- **Section L, Attachment L-8, Direct Labor Hours Worksheet**
- **Section L, Attachment L-10, Cost Assumptions/Information**

Changes are **bolded** and underlined where possible or otherwise noted. All other sections of the RFP remain unchanged.

Section C, Performance Work Statement

Revise C.2.2 Facility Surveillance and Maintenance and Stabilization, paragraph 3 as follows:

The contractor shall perform all S&M activities for existing and assigned facilities (Section J, Attachment 5), and occupied facilities including, but not limited to, the following:

Revise C.2.3 Facility Decontamination and Decommissioning (D&D), paragraph 1, first sentence:

The D&D of existing and assigned facilities (Section J, Attachment 5) includes all man-made structures, and generally includes the following activities: deactivation (utilities isolation, re-routing of the utilities, removal of hold up materials, etc.), characterization, hazardous material abatement activities, removal of equipment, decontamination, and demolition of structures/components.

Revise C.2.3.4 Other GDP Facilities as follows:

The work in this section, including existing and assigned facilities (Section J, Attachment 5), will be performed by developing separate work packages and required regulatory documentation. D&D of the other GDP facilities shall consist of, but not be limited to, regulatory preparation, material removal, characterization, deactivation, equipment removal, facility demolition, and environmental remediation and waste management.

Revise C.2.7.2, Project Management as follows:

Project, Integration, Control, and the Earned Value Management System, paragraph 5 revised and new paragraph 7 inserted:

Paragraph 5:

The contractor shall successfully gain EVMS certification within six (6) months of contract award. The EVMS will be validated by an independent third party post-award.

Subsequent to the initial evaluation and certification, DOE may at any time conduct an EVMS surveillance review to verify continued compliance and certification. The contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and completion of all corrective actions. The contractor shall flow down EVMS requirements in accordance with the Section I Clause, FAR 52.234-4, Earned Value Management System.

Paragraph 7:

The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System (EMPMIS) (Dekker® Platform) from which comprehensive, project-wide performance reports are generated.

Performance Measurement Baseline Submittals, paragraph 5 deleted the requirement for Primavera Systems, Inc., Enterprise for Construction and replaced with **Oracle's Primavera P6 Enterprise Project Portfolio Management®**:

Revise Section C-4, Summary of Contract Deliverables to:

- **Revise #40 Deliverable from “Cost Performance Report/Monthly Performance Report” to “Contract Performance Report/Monthly Performance Report” as follows:**

40.	C.2.7.2	<u>Contract</u> Performance Report/Monthly Performance Report
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- **Insert #109 Deliverable as follows:**

<u>109.</u>	<u>H.38(F)</u>	<u>Report of first tier subcontractor in CCR</u>	<u>Approve</u>	<u>No Later than Date First Report is due</u>
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SECTION H, SPECIAL CONTRACT REQUIREMENTS

H.12, KEY PERSONNEL

H.12 (A) and (B) revised to remove reference to “Key Personnel Team”.

H.12 (A) Introduction now reads:

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "Key Personnel," for the Key Personnel, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

H.12(B) revised to delete the first sentence that read, "All Key Persons under this contract are collectively referred to as the Key Personnel Team". H.12(B) now reads:

Key Personnel Requirements

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, DEAR 952.231-71, Insurance – Litigation and Claims, Key Person(s) are considered managerial personnel.

H.14, ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES

H.14(E)(1) and (E)(2) have been deleted. The revised H.14(E) reads as follows:

H.14(E) For purposes of FAR 31.205-15(a), costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, environmental requirements are unallowable costs.

H.36, PERSONNEL SECURITY CLEARANCES

H.36(B)

Personnel assigned by the contractor to work at the DOE site will be required to obtain a security clearance. The levels of clearance are as follows:

Clearance level

Q – sensitive/nonsensitive

L – confidential

Under this contract, contractor personnel may be required to have an "L" **or "Q"** clearance level. **Key Personnel shall be required to have or be able to obtain a "Q" clearance level.** The contractor shall seek opportunities to reduce the levels of clearance required for personnel based upon the site conditions.

PART II – CONTRACT CLAUSES, SECTION I

I.119 - The clause at I.119 has been changed to remove Alternate II and revise the fill-in from the “30th” to the “15th” as noted below.

I.119	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (DEC 2002)	(a) (3) 15th
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I.156 - The clause at I.156 FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009) is hereby deleted and replaced with:

I.156 FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)

(a) Definitions. As used in this clause—

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Recovery Act designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a-10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

none

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Cost (Dollars)*</u>
<u>Item 1:</u>	-	-	-
<u>Foreign construction material</u>	-	-	-
<u>Domestic construction material</u>	-	-	-
-	-	-	-
<u>Item 2:</u>	-	-	-
<u>Foreign construction material</u>	-	-	-
<u>Domestic construction material</u>	-	-	-

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

Foreign and Domestic

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, SECTION J – LIST OF ATTACHMENTS

Section J, Attachment J-2, Lists A and B:

- Inserted **DOE O 150.1, Continuity Program**
- Updated **DOE M 470.4-2A, CRD, Physical Protection**
- **DOE Order 410.2, Management of Nuclear Materials**, replaces DOE Order 5660.1B, Management of Nuclear Materials

Section J, Attachment J-3, Government Furnished Property

The GFP List has been replaced in its entirety.

Section J, Attachment J-5, Facilities/Areas Responsibility Matrix and Site Services:

- Page J5-8, X-600B, Steam Plant Shop Building, comment column updated to reflect **“TBD”**
- Page J5-12, X-745B, Toll Enrichment Gas Yard, comment column updated to reflect **“TBD”**.
- **Footer inserted that reads “* indicates those facilities to be returned to DOE on or before 12/31/2010.”**

Section J, Attachment J-7, Site Services Interface Requirements Matrix

- Page J7-15 revised for Records Management and Document Control task to state **“FSS”** contractor bears cost burden in Cost Allocations column.
- Page J7-18 revised for Laundry Services task to revise reference in D&D Contract Requirements column as **C.2.7.**

SECTION K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Clause inserted at K.9. Previous K.9 SIGNATURE/CERTIFICATION becomes K.10 as follows:

K.9 52.225-24, NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009) ALT I (MAR 2009)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “Recovery Act designated country construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-23](#)).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-23](#).

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-23](#), the offeror also may submit an

alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-23](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-23](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

K.10 SIGNATURE/CERTIFICATION

By signing below, the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 United States Code (USC) Section 1001.

Signature of the Officer or Employee Responsible for the Offer

Date of Execution

Typed Name and Title of the Officer or Employee Responsible for the Offer

Name of Organization

Address

City, State, Zip Code

DE-RP30-09CC40017

Solicitation Number

SECTION L, INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 INTRODUCTION/BACKGROUND

Paragraph 3 revised to remove the requirement for two submittals and to extend the due date as follows;

Volume I, Offer and Other Documents; Volume II, Technical and Management Proposal, and Volume III, Cost and Fee Proposal shall be due October 30, 2009, 4pm EST.

L.16 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION

Paragraph (a) Special Proposal Submittal Instructions has been deleted. The subsequent alpha numeric paragraphs have changed accordingly (ie. a through e).

Table L-1, Page Format and Official Offer and CD-ROM/DVD Requirements revised as follows:

Proposal Page Specifications and Instructions	
Page Format	<ul style="list-style-type: none">• All pages are to be single-sided.• Any page larger than 8 ½ x 11 will count as two pages <u>except for the schedules provided under Criterion 1.</u>• 2 columns of text per page and use of bold face type are acceptable.• Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.
Official Offer and CD-ROM/DVD Requirements	<p>CD-ROMs or DVDs shall be clearly labeled with the solicitation volume number and Provision reference. The CD-ROMs are provided for SEB evaluation convenience only. The written material and oral interview constitutes the official Offer and proposal. In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and IIPS electronic submission. Files submitted shall be in readable and searchable Adobe Acrobat portable document format (PDF), Microsoft® (MS) Word®, or Excel® (Version 2003), except:</p> <ul style="list-style-type: none">• The proposal schedule shall be submitted utilizing the current version of <u>Oracle's Primavera P6 Enterprise Project Portfolio Management</u> © software and may be submitted as a PDF.• For electronic copies of financial statements and Annual Reports, Adobe Acrobat® 7.0 or later PDF files are required.• Any proprietary software provided in accordance with paragraph L.19 shall be in the native format.

Table L-2, Page Limitations column revised as follows:

Table L-2

Proposal Volume Requirements and Page Limitations				
Volume Number	Proposal Volume Title	Page Limitations	Number of Hard Copy Proposals	Number of CD-ROM's
II	Technical and Management Proposal, Written Proposal exclusive of the resumes and letters of commitment, past performance reference information	125 Page Limit <u>includes maximum 5 pages of 11x17 foldouts for schedule.</u>	Original and 15 Copies	5
II	Technical and Management Proposal, Past Performance Reference Information, Indicators and Questionnaire	No Page Limit <u>except as per Attachment L-5, Block 12, maximum of one additional page</u>	Original and 15 Copies	5

L.17 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

L.17(a)(2), second bullet revised as follows:

- The term “major subcontractor” as used in Section **L.18** is defined as proposed subcontracts valued at \$25M or more at any tier of the proposed organization.

L.17(b)(7) revised to insert C.2.7.2:

The offeror’s EVMS documentation required under Section L Provision titled, FAR 52.234-3, Notice of Earned Value Management System – Post Award IBR **and C.2.7.2**;

L.17(b)(8) inserted; therefore, the numbered sections fall into sequence from L.17(b)(9) through L.17(b)(12) as follows:

(8) The offeror shall submit current and valid EVMS certification with the proposal. In the absence of a certified EVMS, the contractor shall submit an EVMS Certification Plan to DOE with the proposal

(9) The offeror shall provide a completed Section H clause titled, Responsible Corporate Official and Corporate Board of Directors. The offeror shall provide, by name and affiliation, the Responsible Corporate Official. The offeror shall identify by name each member of the Corporate Board of Directors that will have

corporate oversight of the management operations of the proposed offeror organization and Key Personnel. If the offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

(10) A description of the role of the Corporate Board of Directors in providing corporate oversight, corporate assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the resulting contract. If the offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under a resultant contract, the offeror shall provide a complete copy of the teaming agreement(s) and operating agreement (if applicable) that describes the business arrangement between the entities. Proposals received from a joint venture, team or LLC must identify the one member/partner that will have a majority interest and be responsible for the offeror's actions.

(11) The offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H Clause titled, "Contractor Community Commitment Plan." The Plan will be incorporated as Section J, Attachment J-16 of the contract.

Former L.17(b)(10) revised to remove "major subcontractors" which is now L.17(b)(12) as follows:

(12) Organizational Conflicts of Interests. Offeror, teaming or joint venture partners and **subcontracts of \$10 million or more** shall provide the statement described in Section K.4, Organizational Conflicts of Interest.

L.18 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL

Criterion 1 – Technical Understanding and Approach, Written Proposal Information, paragraph 2, sentence 8, deleted "at a minimum, one level lower than each of the lowest levels of the WBS in the PWS". The paragraph is revised as follows:

The offeror shall describe its detailed technical approach to the management and execution of the S&M, D&D, soil remediation, waste management, and regulatory preparation for X-333, X-330, and X-326 Process Buildings (including contents, building structure, slab, underground utilities, piping/components, footers, other below-grade structures and soils) including technical assumptions. The technical approach to D&D shall describe the sequence and methodology of the various activities. The offeror shall describe the type and quantity of material and waste to be generated and the disposition of such. The offeror will describe the amount of performance to be accomplished during

the base period and the amount of performance to be accomplished during the option period. The offeror shall describe its approach to integrating environmental, safety, health and quality into the work proposed. The WBS description shall be at least one level lower than the lowest level of the WBS in the PWS (for example: C.2.3.1.1.X). The offeror shall identify the risks and impacts to the proposed approach; rationale for the identified risks and impacts; and its approach to eliminate, avoid, or mitigate these risks.

The offeror shall provide its critical path schedule.

Criterion 2 - Key Personnel and Organization (Written Proposal Information and Oral Interview).

Under Written Proposal Information, the "NOTE: Receipt of Past Performance information is due September 25, 2009, 3pm EST" **has been deleted.**

Criterion 4 – Past Performance (Written Proposal Information)

The "NOTE: Receipt of Past Performance information is due September 25, 2009, 3pm EST" **has been deleted.**

Paragraph 3:

The offeror shall submit the Section L Attachment, Offeror Past Performance Reference Information Worksheet and Questionnaire, with the proposal for each member of the offeror's team. The offeror shall send the Past Performance Letter and Questionnaire included in the Section L Attachment, Offeror Past Performance Reference Information Worksheet and Questionnaire, to the references for the projects/contracts submitted (provide to both the technical and contracting points of contact). The offeror should convey to its references that questionnaires **are due October 30, 2009.** Offerors shall be responsible for ensuring that references complete and return Past Performance Questionnaires to the Government on time; Past Performance Questionnaire must be submitted directly from the reference to the government.

Criterion 5 - Corporate Experience (Written Proposal Information)

The "NOTE: Receipt of Corporate Experience information is due September 25, 2009, 3pm EST" **has been deleted.**

L.19, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, COST AND FEE PROPOSAL

L.19(c), (e), and (h) revised as follows:

- (c) The offeror shall propose cost for each year and in total corresponding to the costs for performing the PWS. The offeror shall not include as part of its proposed estimated cost, cost associated with NTS disposal fees since these costs are handled as an interagency transfer of funds and will not be a part of the offeror's contract cost (NTS disposal costs are further discussed below under Waste Quantities and Costs). For

proposal preparation purposes, offerors shall assume an anticipated award date of **June 30**, 2010, with a 90 day contract transition period; therefore, offerors shall assume full responsibility for performance of the contract requirements on **October 1**, 2010. Proposed costs shall be provided based on a 12 month period from **October 1** through **September 30**.

- (e) **Proposed Fee.** The offeror shall propose base and award fee for the base period and **option period, and award fee only for the OSWDF option.** The offeror's cumulative proposed base and award fee shall not exceed ten (10) percent of the total estimated costs. For the completion of Section B.2, "Estimated Cost, Base Fee and Award Fee – Base Period", and Section B.3 "Estimated Cost, Base Fee and Award Fee – Option Period"; the specific application of base and award fee applied to each PWS area is as follows:
 - (i) Base Fee - Base fee for both the base period and the option period is computed by applying the offeror's proposed base fee (maximum of four (4) percent) multiplied by the DOE provided dollar amounts for the following PWS areas **and offeror proposed costs for the following PWS areas:** Surveillance and Maintenance (S&M) and Stabilization (C.2.2); Regulatory Compliance and Permits (C.2.7.4); Sampling Analysis and Data Management (C.2.7.5); Environmental Monitoring and Reporting (C.2.7.6); DOE Safeguards and Security (C.2.7.7); Cyber Security (C.2.7.8); Records Management and Document Control (C.2.7.9); External Affairs (C.2.7.10); and Real and Personal Property Management (C.2.7.11). The application for base fee shall be computed cumulatively and for each 12 month period.
- (h) **Proposed Schedule.** The offeror shall provide a resource loaded schedule (utilizing **Oracle's Primavera P6 Enterprise Project Portfolio Management**® software). The schedule activities shall be presented at least two levels of detail below the PWS elements (excluding DOE provided cost activities) and include logic ties. This schedule shall be fully traceable to Volume II, Technical and Management Proposal. For those PWS elements for which DOE provided costs, the schedule shall reflect the provided cost as a resource, consistent with the 12 month period allocation in the Section L-7 Attachment titled, Summary of Cost Worksheets.

Section L, Attachment L-6, ESH&Q Past Performance Indicators revised to reflect the periods of YTD, 2008, 2007, 2006, 2005, and 2004 as follows:

Each member of offeror's team shall provide a complete response to the following Environment, Safety, Health and Quality (ESH&Q) Past Performance Indicators for **the following periods: calendar year Year-to-Date (YTD), 2008, 2007, 2006, 2005 and 2004.** If an indicator is not applicable, enter "N/A" and provide an explanation on why the requested information does not apply. If an indicator is zero, enter "0". Where events are referenced under more than one ESH&Q Past Performance Indicator, provide a sequential letter identifier each time the same event is reported below. The term "subcontractor" applies to any level of subcontract employee working under the cognizance of the offeror team member.

ESH&Q Past Performance Indicator	Events and Explanation						
	<u>YTD</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	Narrative Reference

Section L, Attachment L-7, Cost Spreadsheets were revised to:

- Specify \$10M threshold for subcontracts and teaming partner/subcontractor;
- Update spreadsheet to spread cost per year for C.2.4.1, C.2.4.2, and C.2.4.3;
- Insert worksheet for C.2.3.4;
- Add specific line item to reflect DOE provided cost by year;

Section L, Attachment L-8, Direct Labor Hours Worksheet was revised to include a separate column for PWS Section C.2.1., Transition.

Section L, Attachment L-10, Cost Assumptions/Information was revised to:

- Replace SWMUs with NMC&A and DMSA activities in Section C.2.6:

C.2.6 Nuclear Material Storage, Disposition and Accountability: The DOE incurred cost in fiscal year 2008 of \$.4M associated with the activity identified in C.2.6. Offerors shall assume the activity associated with the **NMC&A and DSMA activities** will remain consistent with FY 2008 incurred costs over the life of the contract.

- Insert C.2.7.3.4 and C.2.7.3.5 as follows:

C.2.7.3.4 Radiation Protection, Radiological Site Services

Offeror shall assume \$300,000 per year for providing health physics and radiological services.

C.2.7.3.5 Industrial Hygiene

Offeror shall assume \$250,000 per year for providing industrial hygiene services and health and safety services equipment.